

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

NAZARETH M. HAYSBERT, an  
individual,

Plaintiffs,

v.

NAVIENT SOLUTIONS, INC., a  
Delaware corporate, and DOES 1-10,

Defendants.

Case No. 2:15-cv-04144-PSG (Ex)  
Magistrate Judge Charles F. Eick

**PROTECTIVE ORDER**

Complaint Filed: June 2, 2015  
Trial Date: March 29, 2016

THIS CAUSE is before the Court upon Plaintiff Nazareth M. Haysbert (**plaintiff**) and Defendant Navient Solutions, Inc.'s (**NSI**) (jointly **the Parties**) Stipulation for a Protective Order pursuant to Fed. R. Civ. P. 26(c)(1). The Court has reviewed the file and is otherwise advised in the premises, and finds that there is a potentially significant number of documents containing the nonpublic personal information of Plaintiff and the confidential and propriety information of the Parties to be exchanged in discovery in this case, such that document-by-document review of discovery materials will be impracticable if the case is to proceed in an orderly, timely and efficient manner.

The Court further finds that the Parties' interests in protecting the non-public personal information of Plaintiff and her confidential and commercially sensitive information from unnecessary disclosure, and the Parties' desire and the benefit to the Court of an orderly and expeditious resolution of this matter on its merits, outweigh any

1 societal interest in disclosure of such materials to non-parties. Thus, after due  
2 consideration by the Court and for good cause shown, the Court finds that it is  
3 appropriate to expedite the flow of discovery material, promote the prompt resolution of  
4 disputes over confidentiality, and to facilitate the preservation of material arguably  
5 worthy of protection. Accordingly, it is

6 **ORDERED and ADJUDGED as follows:**

7 "CONFIDENTIAL" Documents, Materials, and Information. This Order shall  
8 govern all documents produced or exchanged, all written answers, deposition answers  
9 and other responses to discovery, and all communications of any kind made by Plaintiff  
10 Nazareth M. Haysbert, his attorneys, consultants, agents, and representatives; Defendant  
11 Navient Solutions, Inc., its attorneys, consultants, agents, employees and  
12 representatives; and other third parties. "CONFIDENTIAL" materials shall be the  
13 documents or information respectively designated under this Order and any notes, work  
14 papers, or other documents respectively containing "CONFIDENTIAL" materials  
15 derived from such items. Any party may identify any documents or information,  
16 including but not limited to discovery materials produced by that party, initial  
17 disclosures, documents and things, answers to interrogatories, responses to requests for  
18 production, responses to requests for admission, deposition exhibits, and all or portions  
19 of deposition or hearing transcripts, as "CONFIDENTIAL" and designate the documents  
20 or information as such by affixing thereto a legend of "CONFIDENTIAL" or by  
21 designating through another method set forth in this Order or agreed to by the parties. A  
22 party may designate documents or information as "CONFIDENTIAL" to the extent that  
23 the party, through counsel, believes such material is confidential because it contains or  
24 includes: (1) confidential business or technical information; (2) trade secrets; (3)  
25 proprietary business methods or practices; (4) any other competitively sensitive  
26 confidential information; (5) personal information, including personal financial  
27 information about customers or applicants, any party to this lawsuit, or an employee of  
28 any party to this lawsuit; (6) information regarding any individual's banking or lending

1 relationships, including, without limitation, information regarding any individual's  
2 mortgage or credit history and/or consumer information not otherwise available to the  
3 public; and (7) any other categories that are later agreed to in writing by the parties or  
4 ordered by the Court.

5 1. Designation of "CONFIDENTIAL" Material. Documents shall be  
6 designated as "CONFIDENTIAL" by stamping them with the word "CONFIDENTIAL"  
7 in a manner which will not interfere with their legibility. This designation shall only be  
8 used in a reasonable fashion and upon a good faith determination by counsel that a  
9 particular document contains non-public information and falls within one of the  
10 categories enumerated in Paragraph 1. This designation shall ordinarily be made before  
11 or at the same time as the production or disclosure of the material. Because materials  
12 described in Paragraph 1 shall be covered by this Order, there shall be no waiver of  
13 confidentiality if such materials are inadvertently produced without being stamped  
14 "CONFIDENTIAL." Materials already produced in discovery in this litigation may be  
15 designated as "CONFIDENTIAL" upon written notice (without stamping), within  
16 fourteen (14) days of the entry of this Order, from the party asserting the confidentiality  
17 designation to all counsel of record to whom such documents have been produced by  
18 notifying the other party of the identity of the documents or information to be so  
19 designated. Any of the parties to this action can remove at any time its designation of  
20 "CONFIDENTIAL" from any of the documents or information it has previously so  
21 designated.

22 2. Treatment of "CONFIDENTIAL" Information. Unless otherwise ordered  
23 by the Court, "CONFIDENTIAL" material, and any quotes, summaries, charts or notes  
24 made therefrom, and any facts or information contained therein or derived therefrom,  
25 shall be held in confidence and used by the parties to whom the documents and  
26 information are produced solely for the purpose of this case. The parties agree to take  
27 reasonable steps to maintain the confidentiality of the documents, information and  
28 testimony relating thereto. During the pendency of this litigation, "CONFIDENTIAL"

1 material, including all copies thereof, shall be retained solely in the custody of the  
2 parties' attorneys and shall not be placed in the possession of or disclosed to any other  
3 person, except as set forth in this Order, as otherwise agreed upon by the parties, or  
4 upon leave of Court. Each person to whom "CONFIDENTIAL" material is disclosed  
5 pursuant to this Order is hereby prohibited from exploiting in any way such documents  
6 or information for his, her or its own benefit, or from using such information for any  
7 purpose or in any manner not connected with the prosecution or defense of this case.

8 3. "Disclosure." As used herein, "disclosure" or to "disclose" shall mean to  
9 divulge, reveal, describe, summarize, paraphrase, quote, transmit, or otherwise  
10 communicate "CONFIDENTIAL" material.

11 4. Permissible Disclosure of "CONFIDENTIAL" Material. Except by order  
12 of this Court, or otherwise as required by law, material designated as  
13 "CONFIDENTIAL" (and any notes or documents that reflect or refer to such documents  
14 and information) shall not be disclosed to any person other than:

- 15 (a) A party hereto;
- 16 (b) Counsel employed by a party, or an employee of such counsel, to whom it is  
17 necessary that the materials be shown or the information known for purposes  
18 of this case;
- 19 (c) Any employee or agent of a party to whom the "CONFIDENTIAL" materials  
20 are shown for the purpose of working directly on or testifying in connection  
21 with this litigation at the request of or at the direction of counsel for such  
22 party;
- 23 (d) A person retained to assist in this action, such as an investigator, independent  
24 accountant, or other technical expert or consultant, who has signed an  
25 acknowledgement in the form of Exhibit A hereto, which signed  
26 acknowledgment shall be retained by the party who has retained such person;
- 27 (e) This Court (or its employees or agents) pursuant to a court filing in  
28 connection with this action;

- 1 (f) Any person(s) designated by the Court in the interest of justice, upon such  
2 terms as the Court may deem proper;
- 3 (g) Members of the jury at a public trial of this matter, subject to the  
4 requirements of Paragraph 11 below; or
- 5 (h) A person who is deposed or who testifies at the hearing in this matter who  
6 has signed an acknowledgement in the form of Exhibit A hereto, which  
7 signed acknowledgment shall be retained by the party who has compelled  
8 such person to testify at a deposition or trial. If the witness refuses to sign  
9 such form, the party compelling such testimony shall immediately notify  
10 opposing counsel and permit them seven (7) days to seek redress with the  
11 Court.

12 5. Review of Own "CONFIDENTIAL" Materials. The restrictions of this  
13 Order shall not apply to parties, and their employees, attorneys, experts or other  
14 authorized agents, when reviewing their own "CONFIDENTIAL" materials.

15 6. Deposition Transcripts. Deposition testimony and deposition exhibits  
16 containing "CONFIDENTIAL" material shall be covered by this Order. During a  
17 deposition taken in this matter, any party may, on the record, designate as  
18 "CONFIDENTIAL" portions of the deposition testimony or deposition exhibits.  
19 Alternatively, a party may, by written notice to opposing counsel and the court reporter  
20 not later than fourteen (14) business days after receipt of the deposition transcript,  
21 designate as "CONFIDENTIAL" any portions of the deposition testimony or deposition  
22 exhibits. Until expiration of the above fourteen (14) day period, all deposition  
23 transcripts will be treated as "CONFIDENTIAL" material unless otherwise agreed to in  
24 writing by the parties.

25 7. Objections to "CONFIDENTIAL" Designations. To the extent that any  
26 party contests a designation under this Order, such party shall object to such designation  
27 in writing by December 1, 2015. The parties shall first try to resolve the disagreement  
28 in good faith on an informal basis, such as the production of redacted copies. If the

1 parties are unable to reach an agreement regarding the designation, then the party  
2 objecting to such designation shall file an appropriate motion with the Court for a ruling  
3 that the documents or other information shall not be accorded such status and treatment.  
4 In the event that such a challenge is made, the party asserting the confidentiality  
5 designation shall have the burden of establishing that the designation is proper. Until  
6 this Court enters an order changing the designation of such documents or information,  
7 such document or information shall continue to be protected as provided by this Order.  
8 Should the Court rule in favor of the party objecting to the confidentiality designation,  
9 the party asserting the designation shall produce a copy of the document(s) without the  
10 "CONFIDENTIAL" designation.

11 8. Disclosing "CONFIDENTIAL" Material. If any party wishes to disclose  
12 any "CONFIDENTIAL" material beyond the terms of Paragraphs 5-6 of this Order, that  
13 party shall provide all other parties with reasonable notice in writing of the request to  
14 disclose the materials, unless otherwise required by law. If the parties cannot resolve  
15 their disagreement with respect to the disclosure of any designated information, then a  
16 party may petition the Court for a determination of these issues. In the event that such a  
17 challenge is made, the party asserting the confidentiality designation shall have the  
18 burden of establishing that the designation is proper. Such "CONFIDENTIAL" material  
19 shall remain "CONFIDENTIAL" as stipulated by this Order until the Court rules on the  
20 party's specific petition.

21 9. Pleadings and Other Court Submissions. Each party agrees that when filing  
22 with Court any papers (including, without limitation, affidavits, memoranda,  
23 interrogatory answers or depositions) that disclose directly or indirectly any  
24 "CONFIDENTIAL" material, such papers shall be filed under seal in accordance with  
25 the Court's local rules and requirements for filing documents under seal.

26 The parties further recognize the possible need to use documents marked  
27 "CONFIDENTIAL" during the trial of this matter. However, the parties agree to take  
28 reasonable steps to protect the confidentiality of any trial exhibits so designated to



1 include asking the Court to ensure that any such documents referred to or offered into  
2 evidence at trial are filed with the Court under seal.

3 10. Document Retention. After the conclusion of this matter (including the  
4 expiration of all appeals), all originals and reproductions of the "CONFIDENTIAL"  
5 materials shall be returned to the producing party within thirty (30) days of such  
6 conclusion or be destroyed (in which case counsel for the party destroying said  
7 documents shall certify in writing to the producing party within thirty (30) days of such  
8 conclusion that destruction of the "CONFIDENTIAL" materials has taken place).  
9 Insofar as the provisions of this Order restrict the use of the documents produced  
10 hereunder, the Order shall continue to be binding throughout and after the conclusion of  
11 this case, including all appeals, except as set forth in Paragraph 13.

12 11. Admissibility. Nothing in this Order shall be construed to limit any party  
13 from producing or introducing any document into evidence at public hearing. Subject to  
14 the Rules of Evidence, "CONFIDENTIAL" materials and other confidential information  
15 may be offered in evidence at trial or any court hearing. Any party may move the court  
16 for an Order that the evidence be received *in camera* or under other conditions to  
17 prevent unnecessary disclosure of any "CONFIDENTIAL" material. The Court will  
18 then determine whether the proffered evidence should continue to be treated as  
19 "CONFIDENTIAL" and, if so, what protection, if any, may be afforded to such  
20 information at the trial or hearing.

21 12. Scope of Discovery. Nothing in this Order shall preclude any party from  
22 opposing production of any documents or information, or from seeking further or  
23 different relief should future pretrial activities indicate such a need.

24 13. Client Consultation. Nothing in this Order shall bar or otherwise restrict  
25 any attorney herein from rendering advice to his or her client with respect to this case or  
26 from doing anything necessary to prosecute or defend this case and further the interests  
27 of his or her client, provided, however, that the attorney shall not disclose any material  
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1 designated for protection hereunder where such disclosure would be contrary to the  
2 terms of this Order.

3 14. Discretion of the Court. Nothing in this Order shall apply to, bind, or limit  
4 the Court or its employees in the performance of their duties. Notwithstanding any  
5 foregoing suggestion to the contrary, the Court shall retain final and complete authority  
6 to re-designate any material previously designated as "CONFIDENTIAL" as a public  
7 document.

8 15. Notice of Breach. It shall be the obligation of counsel, upon hearing of any  
9 breach or threatened breach of this Order by any person, promptly to notify counsel for  
10 the opposing and producing parties of such breach or threatened breach. The parties  
11 shall make every reasonable effort to mark all discovery containing "CONFIDENTIAL"  
12 materials, but the mistaken or inadvertent failure to mark the discovery material, where  
13 notice has otherwise been given that it contains "CONFIDENTIAL" materials, shall not  
14 exempt it from the provisions of this Order.

15 16. Litigation Use Only. All "CONFIDENTIAL" materials produced in this  
16 litigation, whether by a party or nonparty, and whether pursuant to the civil rules of  
17 procedure, subpoena, agreement or otherwise, and all information contained therein or  
18 derived therefrom, shall be used solely for the preparation and trial of this action  
19 (including any appeals and retrials), and may not be used for any other purpose,  
20 including business, governmental or commercial, or any other administrative or judicial  
21 proceedings or actions.

22 17. Subpoena by Other Court or Agencies. If another court or an  
23 administrative agency subpoenas or orders production of "CONFIDENTIAL" materials  
24 that a party obtained under the terms of this Order, the party receiving the subpoena  
25 shall promptly notify the party or other person who designated the "CONFIDENTIAL"  
26 materials of the pendency of such subpoena or order.

27 18. Inadvertent Disclosure Protection. Review of the "CONFIDENTIAL"  
28 materials labeled "CONFIDENTIAL" by counsel, experts, or consultants in the



1 litigation shall not waive the "CONFIDENTIAL" designation or any objections to  
2 production. "CONFIDENTIAL" materials inadvertently produced by any party or  
3 nonparty through discovery in this action without having been designated as  
4 "CONFIDENTIAL" shall be subject to the provisions of this Order to the same extent as  
5 if the inadvertent disclosure had not occurred so long as there is reasonable notice to the  
6 other party of the inadvertent disclosure. If a producing party inadvertently discloses to  
7 a receiving party information that is privileged or otherwise immune from discovery,  
8 said producing party shall promptly, upon discovery of such disclosure, so advise the  
9 receiving party in writing and request that the item or items of information be returned.  
10 No party to this action shall thereafter assert that such disclosure waived any privilege or  
11 immunity. It is further agreed that the receiving party will return such inadvertently  
12 produced item or items of information and all copies thereof within fourteen (14)  
13 calendar days of receiving a written request for the return of such item or items of  
14 information from the producing party.

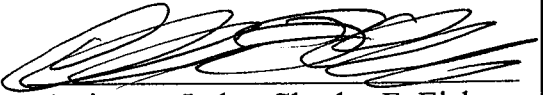
15 19. Non-Parties. Non-parties who are required to produce "CONFIDENTIAL"  
16 material in response to a subpoena, and who in good faith believe that such material  
17 contains confidential information, may rely on this Order and apply it to their  
18 production.

19 20. Responsibility of Attorneys. The attorneys of record are responsible for  
20 employing reasonable measures to control, consistent with this Order, the duplication of,  
21 access to, and distribution of copies of materials labeled "CONFIDENTIAL." Parties  
22 shall not duplicate any such materials except for working copies and for filing in court  
23 under seal. The attorneys of record further are responsible for employing reasonable  
24 measures to control, consistent with this Order, the dissemination or revelation of  
25 confidential information.

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1 The foregoing STIPULATION AND AGREEMENT is hereby ADOPTED and  
2 ENTERED as an ORDER of the Court on 11/3, 2015.

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5 Magistrate Judge Charles F. Eick  
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